

Exhibit C

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

SANITARY SEWER MAIN EXTENSION
AGREEMENT FOR _____,
COUNTY TMS _____

THIS AGREEMENT made this _____ day of _____, 20__ by and between _____ (hereinafter the Developer) and the City of Columbia, a body politic and subdivision of the State of South Carolina (hereinafter the City).

WITNESSETH:

For and in consideration of the mutual covenants of the parties, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Developer agrees to:

a. Install, entirely at its own expense, a sanitary sewer main extension of appropriate size as approved by the City's Director of Utilities and Engineering to serve the Developer's property located _____

_____ further described as _____ County Tax Map Sheet _____, Block __, Lot __ and generally depicted on the vicinity map attached hereto as Attachment I (hereinafter the Property). The Developer understands and agrees that construction of the sanitary sewer main shall not commence until all plans and specifications, including field change orders, have been approved by the City's Director of Utilities and Engineering and this Agreement is fully executed. The sanitary sewer main so constructed to serve the Developer's property shall extend from _____

_____ to the Developer's closest Property boundary as shown on plans for off-site sanitary sewer for _____ on file in the office of the City's Director of Utilities and Engineering under City File Number _____.

b. Install any required sanitary sewer collection system internal to the Property in accordance with plans approved by the City's Director of Utilities and Engineering and to provide one or more connection points at the boundary of the Property as required by the City's Director of Utilities and Engineering.

c. Construct the sanitary sewer main and collection system described above within exclusive easements approved by the City's Director of Utilities and Engineering. The Developer understands and agrees that for the purpose of determining the total cost of construction of the sanitary sewer main extension, the cost of easements shall be actual costs not to exceed \$ _____ per linear foot.

d. Upon completion of construction and final inspection and approval by the City, convey by general warranty deed to the City marketable title, free of encumbrances, to all of the following:

(1) The sanitary sewer main and all associated fixtures and real property necessary for its operation and maintenance.

(2) So much of the internal sanitary sewer collection system as may be required by the City.

(3) All easements related to those items listed in Paragraph 1, d (1) and (2) above.

2. The City agrees to:

a. Upon completion of construction, final inspection and approval of the above-described sanitary sewer main and collection system, accept title to the sanitary sewer main and so much of the collection system as it shall require, and shall operate and maintain them as it does the remainder of its sanitary sewer system. The date of acceptance shall be the date on the letter from the City accepting the sanitary sewer main for ownership, operation and maintenance.

b. Reimburse the Developer for the total construction cost of the sanitary sewer main extension, provided, however, such reimbursement shall be limited and defined as follows:

(1) No reimbursement shall be made by the City until all required deeds, any necessary mortgage releases and/or other required documents and forms have been properly executed and delivered to the City to complete the conveyances required by this Agreement. This requirement shall not be deemed satisfied until such deeds and mortgage releases have been reviewed and approved by the City Attorney.

(2) Reimbursement by the City shall not exceed the Developer's total cost of construction as more fully defined in Paragraph 2, b (6) below.

(3) Nor shall the amount to be reimbursed to the Developer by the City exceed the value of the total number of single-family residential sanitary sewer taps actually placed in service within five (5) years on the internal collection system installed by the Developer in accordance with this Agreement. All sanitary sewer taps shall, when applied for, be subject to any and all fees and charges then applicable under existing City ordinances and regulations. For the purpose of determining the amount to be reimbursed to the Developer by the City, the value of each single-family residential sanitary sewer tap, or its equivalent when used in multiples for commercial taps, shall be six hundred and forty (\$640.00) dollars.

(4) It is understood and agreed that the single-family residential sanitary sewer taps placed in service, or equivalents for commercial taps, placed in service, which shall be counted for the purpose of determining value as provided in Paragraph 2, b (3) above, shall specifically exclude:

(a) Taps not installed directly on the internal sanitary sewer collection system; and

(b) Taps to serve any properties outside the boundaries of the property described in Paragraph 1, a above.

(5) The City will endeavor to reimburse the Developer within forty-five (45) days of receipt of written invoice from the Developer, providing, however, the City shall make no more than one (1) payment per year for a maximum of five (5) years from the date of acceptance of the sanitary sewer main by the City. The Developer will not be reimbursed for any taps placed in service after the expiration of the five (5) year period. Each invoice submitted must specify the invoice period and describe the location of the single-family residential sanitary sewer taps, or equivalents for commercial taps, placed in service during the invoice period. If the City's records do not agree with the sanitary sewer taps identified as being placed in service by the Developer during the invoice period, the City shall pay the undisputed amounts only, providing, however, the Developer may provide additional documentation in attempt to resolve the disputed amounts. The decision of the City regarding disputed amounts shall be final.

(6) The Developer's total cost of construction shall be equal to the actual contract cost, plus engineering not to exceed 10% of the actual contract cost, plus actual off-site easement acquisition costs not to exceed \$_____ per linear foot for any easement. The estimated cost of construction of the sanitary sewer main under this Agreement is \$_____. The engineer designing the sanitary sewer main extension shall certify both the amount of his fee, and its receipt, to the City's Director of Utilities and Engineering.

3. It is mutually agreed by the parties that:

a. Applications for sanitary sewer service will be accepted upon satisfactory completion of construction of sanitary sewer mains and:

(1) Receipt of properly prepared and certified "record drawing" plans.

(2) Receipt of Engineering Division Form #2, executed by the Developer, requesting acceptance of the sanitary sewer system.

(3) Receipt of Engineering Division Form #3, Waiver of Lien and list of materials installed from the contractor installing the sanitary sewer system.

(4) Approval of the water system for service by the City's Director of Utilities and Engineering; or evidence of an approved water system if not served by City water.

(5) Receipt of the SCDHEC Permit to Operate.

(6) The building permit and plumbing permit for the residential units, building or other facilities to be served have been issued by the appropriate Building Official or Inspection Department.

b. Applications for service shall not be accepted for the project, or phase of the project if phasing is approved, until properly executed deeds and easements are received by the City's Director of Utilities and Engineering and reviewed and approved by the City Attorney.

c. Sanitary Sewer Taps placed in service prior to the acceptance date as defined herein will not be included in the tap count used to calculate the amount to be reimbursed to the Developer by the City.

d. If at any future time should any part of the property described hereinabove become contiguous to the City limits of Columbia, the Developer, its/his/her or their heir(s), personal representative(s), successor(s) and/or assign(s) will cause all of said property to be annexed to the City of Columbia. The Developer agrees to execute simultaneous herewith a covenant, in recordable form and to run with the land, that requires the Developer, its/his/her or their heir(s), personal representatives(s), successor(s) and/or assign(s) to cause said property to be annexed to the City, should any part of the property become contiguous to the City limits of Columbia.

Failure to comply with the above will result in the City terminating existing service or refusing to extend or provide service to any portion of the Property. Service will be reinstated or service will be extended or provided only when a covenant is executed or such property is annexed to the City if then contiguous, all of which shall be governed by the other terms and conditions herein. Additionally, service will not be reinstated until such time as all required fees and costs required by the City for reinstatement have been paid to the City.

4. This Agreement shall terminate five (5) years from the date of acceptance of the water main by the City. The final invoice to be submitted under this Agreement shall be submitted to the City by the Developer within ninety (90) days from the expiration date of this Agreement. The City shall have no further obligations under this Agreement following payment of the final invoice.

5. This Agreement shall be binding on the parties, their heirs, personal representatives, successors and assigns as is applicable.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the date first hereinabove written.

(Signatures On Next Page)

WITNESSETH:

BY: _____

CITY OF COLUMBIA

BY: _____

STATE OF SOUTH CAROLINA)

COUNTY OF)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ of _____
(Name of Officer and Title) (City and State)

on behalf of the within-named Party.

NOTARY PUBLIC FOR _____

MY COMMISSION EXPIRES _____

STATE OF SOUTH CAROLINA)

COUNTY OF)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ of _____
(Name of Officer and Title) (City and State)

on behalf of the within-named Party.

NOTARY PUBLIC FOR _____

MY COMMISSION EXPIRES _____

EXHIBIT D

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made as of _____, 2012, by and among Palmetto Of Richland County, LLC, a Delaware limited liability company ("Buyer"), and City Of Columbia, South Carolina ("Seller"), and Haynsworth Sinkler Boyd, PA, a South Carolina professional association as escrow agent ("Escrow Agent").

RECITALS:

Seller and Buyer have previously entered into an Asset Purchase Agreement dated as of _____, 2012 (the "Asset Purchase Agreement").

Pursuant to the Asset Purchase Agreement, Seller and Buyer have agreed to enter into this Agreement.

Capitalized terms not expressly defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.

AGREEMENT:

In consideration of the agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Establishment of Escrow

(a) Buyer is depositing with Escrow Agent \$1,300,000 in immediately available funds (the "Original Escrow Fund"). Escrow Agent acknowledges receipt thereof. The Original Escrow Fund that is initially deposited with the Escrow Agent, prior to any interest thereon or proceeds therefrom, constitutes a portion of the Purchase Price that would have otherwise been received by the Seller on the Closing Date.

(b) Escrow Agent hereby agrees to act as escrow agent and to hold, safeguard and disburse the Original Escrow Fund, together with any earnings and income thereon ("Fund Income") pursuant to the terms and conditions hereof. The Original Escrow Fund, less all distributions of the Original Escrow Fund held pursuant to this Agreement as of a particular time shall be referred to herein as the "Remaining Escrow Fund". The Remaining Escrow Fund plus any undistributed Fund Income shall be referred to as the "Escrow Fund".

2. Investment of Funds

Within 3 business days after receipt of the Original Escrow Fund, the Escrow Fund shall be deposited and maintained in time deposits with or certificates of deposit of a bank, trust company or federal savings and loan association having at least \$100,000,000 of capital, surplus and undivided profits at the time of the investment, until disbursement of the entire Escrow Fund.

3. [RESERVED]

4. Claims

(a) From time to time during the Curative Work Period (the "Escrow Period") Buyer may give written notice (an "Offset Notice") simultaneously to Seller and Escrow Agent specifying in reasonable detail the nature and dollar amount of any Claim asserted by Buyer under Section 8.3 of the Asset Purchase Agreement (each, a "Claimed Amount"). If Seller gives written notice to Buyer and Escrow Agent disputing any Claimed Amount (a "Counter Notice") within 30 days following receipt by Escrow Agent and Seller of the Offset Notice regarding such Claimed Amount, such Claimed Amount shall be resolved as provided in Section 4(b) hereof. If no Counter Notice is properly received by Escrow Agent within such 30-day period, then the dollar amount of the Claimed Amount as set forth in Buyer's Offset Notice shall be deemed established for purposes of this Agreement and the Asset Purchase Agreement and, at the end of such 30-day period, Escrow Agent shall pay to Buyer the dollar amount claimed in the Offset Notice from (and only to the extent of) the Remaining Escrow Fund; provided, however, that, with respect to any Offset Notices relating to any 8.2(g) Expenditure Claims, Escrow Agent shall not make any payments to Buyer such that, when all payments relating to an 8.2(g) Expenditure Claims are aggregated, would exceed \$1,000,000.00.

(b) If a Counter Notice is given with respect to a Claimed Amount, Escrow Agent shall make payment with respect thereto only in accordance with (i) joint written instructions of Buyer and Seller; (ii) a written direction ("Written Direction") from the Engineering Arbitrator (x) setting forth a declaration by the Engineering Arbitrator that he has been properly named as the Engineering Arbitrator under the Asset Purchase Agreement, (y) setting forth the Engineering Arbitrator's determination of the amount of reimbursement for Curative Expenditures payable to the Buyer under Section 2.5(e) of the Asset Purchase Agreement, and (z) include a sworn statement the Engineering Arbitrator obtained from the Buyer stating the extent to which the amount determined by the Engineering Arbitrator exceeds the Stipulated Budget Amount; or (iii) a final non-appealable order of a court of competent jurisdiction. Buyer shall insure that Seller is provided a copy of the Written Direction at the same time that it is delivered to the Escrow Agent. If no Counter Notice is properly received by Escrow Agent within 30-days following receipt of Seller and Escrow Agent of the Written Direction, then the dollar amount of the Claimed Amount as set forth in the Written Direction shall be deemed established for purposes of this Agreement and the Asset Purchase Agreement, and at the end of the 30-day period, Escrow Agent shall pay to Buyer the amount set forth in the Written Direction from (and only to the extent of the Remaining Escrow Fund); provided however, that no payments relating to an 8.2(g) Expenditure Claims, when aggregated shall exceed \$1,000,000. A Counter Notice may be properly delivered by the Seller to the Escrow Agent with respect to a Written Direction delivered by the Engineering Arbitrator only to the extent that the Counter Notice challenges (A) the veracity of the declaration set forth in Section 4(b)(ii)(x) or (B) the amount of the excess above the Stipulated Budget Amount as contemplated by Section 4(b)(ii)(z). If Seller objects to the Written Direction during such 30-day period, the Escrow Agent shall make payment with respect thereto only in accordance with (i) joint written instructions of Buyer and Seller or (ii) a final non-appealable order of a court of competent jurisdiction. Any court order shall be accompanied by a certificate from the presenting party to the effect that it has been advised by

legal counsel that the order is final and non-appealable. Escrow Agent shall act on such court order and certificate without further question.

5. Release of Escrow Amount

Escrow Agent shall disburse the Escrow Fund in accordance with the terms of this Agreement.

6. Termination of Escrow

On the first business day after the last day of the Escrow Period, this Agreement shall terminate and Escrow Agent shall pay and distribute the Escrow Fund to Seller unless any Claimed Amounts are then pending pursuant to Section 4, in which case an amount equal to the aggregate dollar amount of such Claimed Amounts as shown in the Offset Notices with respect to such Claimed Amounts shall be retained by Escrow Agent in the Escrow Fund (and the balance paid to Seller) until Escrow Agent receives the appropriate direction set forth in Section 4(b). This Agreement shall terminate earlier upon the disbursement of the entire Escrow Fund. Section 7(b) and Section 7(e) shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

7. Duties of Escrow Agent

(a) Escrow Agent shall not be required to invest any funds held hereunder except as directed in this Agreement.

(b) Escrow Agent shall not be liable, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, the other parties hereto shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Agreement. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its own gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Fund, or any loss of interest incident to any such delays.

(c) Escrow Agent shall be entitled to conclusively rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it in connection herewith without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any party hereto that is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.

(d) Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

(e) Escrow Agent does not have any interest in the Escrow Fund deposited hereunder but is serving as escrow holder only and only has possession thereof. Any payments of income from the Escrow Fund shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification or non-resident alien certifications. During the term of this Agreement, Escrow Agent shall provide Buyer and Seller such information and reports concerning the Escrow Fund as either of them may reasonably request. Promptly after the termination of this Agreement or the resignation of Escrow Agent, Escrow Agent shall make an accounting of the Escrow Fund to Buyer and Seller. The fees and expenses of Escrow Agent with respect to such reports and accountings shall be borne by Buyer and Seller as provided in Section 7(j).

(f) Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.

(g) Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(h) Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Fund to any successor Escrow Agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent will take effect on the earlier of (i) the appointment of a successor (including a court of competent jurisdiction) or (ii) the day that is 30 days after the date of delivery of its written notice of resignation to the other parties hereto. If at that time Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the Escrow Fund until receipt of (i) a designation of successor Escrow Agent, (ii) a joint written disposition instruction by Buyer and Seller or (iii) a final non-appealable order of a court of competent jurisdiction.

(i) In the event of any disagreement between the other parties hereto resulting in adverse claims or demands being made in connection with the Escrow Fund or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Fund until Escrow Agent shall have received (i) a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Fund, (ii) a written agreement executed by the other parties hereto directing delivery of the Escrow Fund, or (iii) a final decision of a majority of the arbitrators directing delivery of the Escrow Fund, in which event Escrow Agent shall disburse the Escrow Fund in accordance with such order, agreement or decision. Any court order shall be accompanied by a certificate from the presenting party to the effect that it has been advised by legal counsel that the order is final and non-appealable. Escrow Agent shall act on such court order and legal opinion without further question.

(j) Buyer and Seller shall pay Escrow Agent compensation (as payment in full) for the services to be rendered by Escrow Agent in accordance with Annex 1 to this Agreement. Any such compensation and reimbursement to which Escrow Agent is entitled shall be borne 50% by Buyer and 50% by Seller.

(k) In no event shall Escrow Agent be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether Escrow Agent has been advised of the likelihood of such loss or damage regardless of the form of action.

(l) Buyer and Seller, jointly and severally, agree to indemnify each of the Escrow Agent or any agents, and to hold them harmless against, any and all loss, damage, claims, liability or expense, including taxes (other than taxes based upon, measured by or determined by the income of the Escrow Agent), arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the Buyer or Seller or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, or in connection with enforcing the provisions of this section, except to the extent that such loss, damage, claim, liability or expense is due to its own gross negligence or willful misconduct.

(m) In no event shall Escrow Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Escrow Agent shall use reasonable efforts consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

8. Limited Responsibility

This Agreement expressly sets forth all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Agreement.

9. Fund Income; Ownership for Tax Purposes

All interest and other investment income earned on the Escrow Fund, net of any investment losses, shall accrue to the benefit of the Seller. Interest and other investment income shall be paid to Seller upon written request of the Seller, but no more often than quarterly. Seller and Buyer agree that, for purposes of federal and other taxes based on income, Seller will be treated as the owner of the Escrow Fund and that Seller will report all income, if any, that is earned on, or derived from, the Escrow Fund as its income in the taxable year or years in which such income is properly includable and pay any taxes, if any, attributable thereto.

10. Notices

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with electronic confirmation of receipt) provided that a copy is mailed by registered or certified mail, return receipt requested, or (c) received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

If to Buyer, addressed to:

Palmetto of Richland County LLC
1710 Woodcreek Farms Rd.
Elgin, SC 29045
Attention: Ed Wallace
Fax: () _____

With a copy to:

Gardere Wynne Sewell LLP
1000 Louisiana, Suite 3400
Houston, Texas 77002-5007
Attention: Daniel Cohen
Fax: (713) 276-6860

If to Seller, addressed to:

City of Columbia
P.O. Box 147
Columbia, SC 29217
Attn: City Manager
Fax: (803) 255-8922

With a copy to:

City of Columbia – Legal Department

Attention: City Attorney
Fax: _____

If to Escrow Agent, to:

Haynsworth Sinkler Boyd, PA
Attn: Randolph B. Epting
1201 Main Street, Suite 2200
Columbia, South Carolina 29201

Fax: (803) 765-1243

11. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF SOUTH CAROLINA. ANY DISPUTES HEREUNDER SHALL BE RESOLVED IN THE STATE AND FEDERAL COURTS LOCATED IN RICHLAND COUNTY, STATE OF SOUTH CAROLINA, AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SUCH STATE AND FEDERAL COURTS.

12. Multiple Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Interpretation

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

14. No Waiver

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c), except has provided herein, no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. This Agreement may not be amended except by written agreement executed by Buyer, Seller and Escrow Agent.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BUYER:

PALMETTO OF RICHLAND COUNTY, LLC

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

ESCROW AGENT

HAYNSWORTH SINKLER BOYD, PA

By: _____
Name: _____
Title: _____

Annex 1

Escrow Agent Fee Schedule

Escrow Agent's standard hourly rates for professional services.

BILL OF SALE AND ASSIGNMENT

Pursuant to the terms of that certain Asset Purchase Agreement (the “Purchase Agreement”) dated as of _____, 2012 between CITY OF COLUMBIA, SOUTH CAROLINA (the “Grantor”) and PALMETTO OF RICHLAND COUNTY, LLC, a Delaware limited liability company, (the “Grantee”), and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, transfer, deliver, assign and convey unto Grantee the Assets (but excluding the Real Property, which will be conveyed as separate instruments). All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

The Assets are hereby conveyed free and clear of all claims, liens, mortgages, security interests, charges, leases, encumbrances, licenses, or sublicenses and other restrictions of any kind and nature except for the Permitted Encumbrances.

If any term or provision hereof shall be held to be invalid or unenforceable for any reason, such term or provision hereof shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remaining terms and provisions hereof, which shall remain in full force and effect, nor shall the invalidity or a portion of any provision of this Bill of Sale affect the balance of such provision.

This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT F

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LIMITED WARRANTY DEED OF REAL PROPERTY

THIS DEED, executed as of the ____ day of _____, 2012 by City of Columbia, South Carolina (hereinafter referred to as "Grantor"), to Palmetto of Richland County LLC, a Delaware limited liability company (hereinafter referred to as "Grantee"), whose mailing address is 10913 Metronome, Houston, Texas 77043.

WITNESSETH:

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases to Grantee, its successors and assigns, the following real property:

SEE EXHIBIT A

THIS conveyance is made subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat; also, any state of facts that an accurate survey would show.

RESERVATION of easements. Grantor expressly reserves unto itself, its successors and assigns, perpetual easements fifteen feet (15') in width with the water line being the center line for any existing water lines of Grantor which may be located upon the property not evidenced by a recorded grant of easement. The easements shall be for the purpose of operating, maintaining, repairing and replacing water line. Grantee shall have the option to relocate, at the Grantee's sole expense, all utilities located on the subject property: (1) that interfere with the Grantee's use of the subject property or (2) whose operation or maintenance will be interfered by the Grantee's use of the subject property, as determined by the Grantor or Grantee.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee its successors and assigns forever.

Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor, its successors and no further; subject to and in accordance with the provisions as set forth in and pursuant to the terms of that certain Asset Purchase Agreement (the “Purchase Agreement”) dated as of _____, 2012 among the Grantee and Grantor and others.

EXHIBIT A

COMPLETE SCHEDULE BASED ON SCHEDULE 3.1(F) FOR CLOSING.

EXHIBIT G

STATE OF SOUTH CAROLINA)	CONVEYANCE AND ASSIGNMENT
)	OF EASEMENTS AND RIGHTS
COUNTY OF RICHLAND)	WITHOUT WARRANTY

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration paid to CITY OF COLUMBIA, SOUTH CAROLINA ("Assignor"), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, subject to the limitations of warranties and reservation of rights as follows, Assignor does hereby grant, bargain, sell, release and assign to PALMETTO OF RICHLAND, LLC, a Delaware limited liability company ("Assignee"), its successors and assigns forever, any and all rights, title and interest Assignor may have in the various rights of way, easements or plats set forth on Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all other easements, rights-of-way or other rights of Assignor relating to or associated with the easements and rights described on Exhibit A and to the sanitary sewer operations of Assignor.

TOGETHER WITH all valves, pipes, lines, manholes, fittings, stations and all other equipment and appurtenances relating to or associated with the easements and rights described in Exhibit A and to sanitary sewer operations of Assignor.

THIS conveyance is made subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat; also, any state of facts that an accurate survey would show.

RESERVATION of easements. Assignor expressly reserves unto itself, its successors and assigns, perpetual easements fifteen feet (15') in width with the water line being the center line for any existing water lines of Assignor which may be located upon the property not evidenced by a recorded grant of easement. The easements reserved herein shall be for the purpose of operating, maintaining, repairing and replacing water lines. Assignee shall have the option to relocate, at the Assignee's sole expense, all utilities located on the property which is the subject of this Assignment: (1) that interfere by the Assignee's use of the property which is the subject of this Assignment or (2) whose operation or maintenance will be interfered by the Assignee's use of the property which is the subject of this Assignment, as determined by the Assignor or Assignee.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Assignee, its successors and assigns forever.

EXHIBIT A

COMPLETE SCHEDULE BASED ON SCHEDULE 3.1(F) FOR CLOSING.

AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL BY AND
BETWEEN CITY OF COLUMBIA, SOUTH CAROLINA AND
PALMETTO OF RICHLAND COUNTY LLC

THIS AGREEMENT is made and entered into on this ____ day of _____, 2012, by and between CITY OF COLUMBIA, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina ("City") and PALMETTO OF RICHLAND COUNTY LLC ("PRC"), a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina, collectively the "Parties", for the treatment and disposal of wastewater generated by customers within the "Purchased Area".

WHEREAS, the City owns, operates and maintains a wastewater treatment facility known as the Metropolitan Wastewater Treatment Plant located at 1200 Simon Tree Lane in Richland County ("Facility") pursuant to permitting issued by the appropriate governmental authorities, including the State of South Carolina; and

WHEREAS, pursuant to an Asset Purchase Agreement, dated _____, 2012 by and between the City and PRC ("APA"), the City agreed to sell to PRC certain assets related to its sanitary sewer collection and transportation system in the Purchased Area (as such term is defined in the APA), and which Purchased Area is more fully described in Exhibit A attached hereto; and

WHEREAS, all Regulatory Approvals (as defined in the APA) required under the APA have been received and the transactions contemplated in the APA are closing contemporaneous herewith; and

WHEREAS, the City intends to continue to operate and maintain the Facility for the foreseeable future and treatment and disposal capacity at the Facility and transportation capacity in the City's transportation lines and mains ("Transportation System") can accommodate the projected wastewater flow from the Purchased Area from the current customers and expected new residential customers in the Purchased Area;

WHEREAS, as a condition of the APA, the City is required to provide wastewater transportation, treatment and disposal services to PRC with respect to the wastewater generated by customers in the Purchased Area, all in accordance with the terms of this Agreement;

WHEREAS, both the City and PRC have the legal ability and authority to enter into an Agreement for wastewater treatment, transportation and disposal services;

WHEREAS, the Parties find that this Agreement serves a public purpose and is to the public's benefit.

NOW THEREFORE, in consideration of the above, and the conditions, covenants and obligations between the Parties as outlined further herein, the sufficiency of which is accepted by the Parties hereto, the Parties agree as follows:

ARTICLE I

GENERAL CONDITIONS

1.1 The preamble statements above are accepted and approved by the Parties, and are incorporated herein as if set out verbatim in this Section.

1.2 The City will provide treatment, transportation and disposal of wastewater for the wastewater collection and transportation system lying within the Purchased Area (the "PRC System") pursuant to the terms and conditions set forth herein. Transportation of PRC System wastewater from the point of interconnection between the PRC System and the Transportation System will be provided by the Transportation System and treatment and disposal of PRC System wastewater will be provided by the Facility. The City agrees to provide this service in accordance with and conforming to the existing standards of the Department of Health and Environmental Control of South Carolina ("DHEC") and all other governmental bodies having regulatory jurisdiction over such matters, as may be modified by those agencies from time to time. The City further agrees that during the term of this Agreement, the wastewater effluent quality shall be maintained at a level to conform with present and future requirements of all regulatory agencies having jurisdiction thereof, or in the event there are any changes in the regulations of the relevant regulatory agencies, the City shall use all time that is allotted by the affected regulatory agency and all reasonable efforts to bring the wastewater effluent quality to the new regulated standards.

ARTICLE II

REPRESENTATIONS

2.1 The City hereby represents to PRC that the Facility and Transportation System are presently operating in accordance with existing regulations and standards.

2.2 The City hereby represents to PRC that it has and will continue to have the ability to provide the PRC System with sufficient wastewater transportation, treatment and disposal of current customers and anticipated new residential customers in the Purchased Area required by this Agreement for the term of this Agreement.

2.3 The City hereby represents to PRC that it will, during the term of this Agreement, have sufficient wastewater transportation and treatment capacity, to receive and treat the current customers and anticipated new residential customers of the Purchased Area's sewage referred to above, except for those events beyond the City's reasonable control, to include, but not be limited to: Acts of God, rationing, or additional regulation by any State or Federal agencies which would potentially alter the services provided, or any other matters beyond the reasonable lawful control of the City.

2.4 The representations and warranties of the Seller set forth in Sections 3.1(a) - (e) of the APA are hereby incorporated by reference for all purposes. The representations and warranties of the PRC set forth in Sections 4.1(a) and (b) of the APA are hereby incorporated by reference for all purposes.

ARTICLE III

CHARGES, NEW CUSTOMERS, CONSTRUCTION OF PIPELINE AND MAINTENANCE

3.1 **Monthly Service Fee.** In consideration for the wastewater transportation and treatment services to be provided hereunder, and subject to Section 3.3 below, PRC shall remit a monthly payment to the City equal to the sum of the amounts calculated under Section 3.1(a) and (b) (the "Monthly Fee")

(a) Existing Connections on _____, 2012 (the APA Effective Date). A charge of \$7.50 per residential service connection or residential service connection equivalent within the Purchased Area which was in existence on the APA Effective Date.

(b) Attached hereto is list of connections for which the Buyer has received Post-Signing Connection Fees (as defined in the APA), as contemplated by Section 5.1(h) of the APA (the "Early Connections"). Notwithstanding anything in Section 3.1(a) to the contrary, during the Interim Period, the Monthly Fee for the Early Connections and new customer connections after the APA Effective Date shall be Seventeen Dollars (\$17.00) per residential service connection or residential service connection equivalent. Commencing with the GAP Period, the Monthly Fee for the Early Connections and connections after the APA Effective Date shall be equal to the GAP Fee, as determined in accordance with Section 3.3 for all connections.

(c) The aggregate Monthly Fee paid during any calendar month of this Agreement shall be based upon the prior months connections.

3.2 PRC shall notify the City of any new residential customers within 10 business days of such new residential customer being connected to the PRC System. In addition, PRC shall notify the City prior to accepting any new commercial or industrial customers which must be approved by the City using its reasonable commercial discretion.

3.3 Notwithstanding anything herein to the contrary, if on the expiration of the Interim Period (as hereafter defined), this Agreement has not been terminated pursuant to Article IV, then (i) for the period commencing with the first calendar month following the expiration of the Interim Period and continuing to the end of the sixth calendar month following the expiration of the Interim Period (the "Gap Period"), the Monthly Fee shall be changed to an amount equal to \$17.00 per residential service connection or residential service connection equivalent (the "Gap Fee"), and (ii) if the Agreement has not been terminated pursuant to Article IV upon the expiration of the Gap Period and the parties have not been able to negotiate a mutually agreeable Monthly Fee, the Monthly Fee shall be changed to an amount equal to the City's then stated published monthly rate for wastewater treatment services which published rate may be changed from time to time by the City in accordance with its customary procedures. City agrees to provide PRC at least ninety (90) days notice of any change in its published monthly wastewater treatment rate. The City's current published monthly wastewater treatment rate is set forth on the schedule attached hereto as Exhibit "B". For the purpose of calculating the charge contemplated by this Section 3.2, the Parties shall locate and install (at PRC's expense) a

mutually approved meter to measure the flow of wastewater from the Purchased Area to the Facility.

3.4 Payment for all City charges applicable to the wastewater treatment and disposal of the PRC System under this Agreement shall be made to the City on a monthly basis during the term of this Agreement within thirty (30) days of receipt of invoice, or as otherwise mutually established by the Parties.

3.5 Construction of Pipeline. From and after the date hereof, PRC shall use its commercially reasonable efforts to obtain the Construction Authorizations (as defined herein) and complete construction of an infrastructure pipeline to connect the Purchased Area to the wastewater collection system and plant of Palmetto Utilities, Inc., an affiliate of PRC, on or before the expiration of the Interim Period (the “PRC Pipeline”). The Parties acknowledge that commencement of the construction of the PRC Pipeline will be conditioned upon PRC receiving the reasonable cooperation of the City, State and Richland County, and various regulatory agencies, and such governmental bodies and agencies granting various construction authorizations and permits to PRC with respect to the construction of the PRC Pipeline (collectively, the “Construction Authorizations”). As used herein, the term “Interim Period” shall commence on the Closing (as defined in the APA) and end on the thirty-six month anniversary date of the Closing.

3.6 PRC’s Maintenance and Related Obligations. During the term of this Agreement, PRC shall be responsible for the operation and maintenance of the PRC System, including without limitation, the maintenance and operation of the Master Lift Station described on Exhibit “C” attached hereto (“Master Lift Station”). PRC will also be responsible for all billing and collection related to the operation of the PRC System as well as maintaining insurance for the PRC System of levels and types consistent with its normal business practices. Without limiting the generality of the foregoing, PRC will be responsible for maintaining the gravity and force mains, laterals, pump stations and man holes of the PRC System, all in a manner consistent with all applicable laws and regulations (including those of DHEC) but subject to any right of recovery of PRC from the Seller pursuant to Section 8 of the APA. For the purpose of allowing PRC to fulfill its obligations under this Section 3.6, the City shall provide PRC with reasonable access to maps, engineering records, and other similar records of the City or other third parties under its control and to relevant sewer collection facilities and assets of the City. Without the consent of the City, which consent shall not be unreasonably withheld, PRC shall not dismantle or decommission any lift stations of the PRC System during the term of this Agreement to the extent the same had been utilized by the City in the operation of the City System prior to the date of this Agreement. In addition, if PRC bypasses any lift stations during the term of this Agreement, it shall use reasonable commercial efforts to bypass such stations so as to permit the efficient reconnection of such lift stations if the need arises. During the term of this Agreement, PRC shall use commercially reasonable efforts to ensure that all of its customers comply with the applicable Codes of Ordinances of the City regulating wastewater services (“Ordinances”) as they may be changed from time to time and the City’s Industrial Pretreatment Program (“Program”) as such program may change from time to time. In addition, PRC shall be responsible for paying any fines to the City in the same amounts and under the same terms as set

out in the Ordinances and Program as any other customer of the City should PRC violate the terms of such Ordinances or Program.

3.7 City's Maintenance Obligations. The City shall be responsible for maintaining and operating the Facility and the Transportation System in compliance with all applicable laws or regulations (including those of DHEC) relating to the operation of the Facility and consistent with its past practices. The City shall also be responsible for the maintenance and operation of the pipeline connecting the Master Lift Station to the Facility (which pipeline shall be deemed to constitute a part of the Facility).

ARTICLE IV

TERM OF AGREEMENT

4.1 This Agreement shall remain in full force and effect until thirty (30) days following the first to occur of (i) the completion of the PRC Pipeline and the receipt of any necessary operating permits from DHEC and any other required governmental approvals or authorizations, or (ii) PRC otherwise notifying the City by written notice, that it no longer desires service under this Agreement.

ARTICLE V

ADDITIONAL PROVISIONS

5.1 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and PRC. This Agreement may only be amended, by a mutual agreement of the Parties hereto, which amendment shall be reduced to writing and executed with the same formalities as the execution of this Agreement.

5.2 This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

5.3 Any notice, request, instruction, correspondence or other document required to be given hereunder by either Party to the other ("Notice") shall be in writing (and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by fax, as follows:

If to Buyer, addressed to:

Palmetto of Richland County LLC
11710 Woodcreek Farms Rd.
Elgin, SC 29045
Attention: Ed Wallace
Fax: (803) 699-2423

With a copy to:

Gardere Wynne Sewell LLP
1000 Louisiana, Suite 3400
Houston, Texas 77002-5007
Attention: Daniel Cohen
Fax: (713) 276-6860

If to Seller, addressed to:

City of Columbia
P. O. Box 147
Columbia, SC 29217
Attn: City Manager
Fax: (803) 255-8922

With a copy to:

City of Columbia – Legal Department
P.O. Box 667
Columbia, SC 29202
Attention: City Attorney
Fax: (803) 737-4250

And

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, South Carolina 29201
Attn: Randolph B. Epting
Fax: (803) 765-1243

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective five days after deposit with the United States postal service. Notice given by fax shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if received before the recipient's normal business hours. All Notices by fax shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

5.4 If for any reason during the term of this Agreement, any local, state or federal agency shall fail or refuse to issue the necessary permits, grant necessary approvals, or require any change in the operation of the treatment, transmission and distribution systems by the Parties hereto, then, to the extent that such requirements shall affect the ability of either Party to perform

any of the terms and conditions of this Agreement, the affected Party shall be excused from the performance thereof.

5.5 Each Party shall remain liable for its own negligence or omissions (i.e. for PRC, subject to the provisions of 3.6, the operation and maintenance of the PRC System, and for the City, the operation and maintenance of the Facility and the Transportation System), and by entering into this Agreement, the City has not waived its right of sovereign immunity beyond the statutory limits as set out in §§15-78-10, et seq. of the Code of Laws of South Carolina.

5.6 This Agreement is solely for the benefit of the Parties signing hereto, their successors and assigns, and no right nor cause of action shall accrue upon or by reason hereto to or for the benefit of any third party not a signatory hereof.

5.7 This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto, except as may be expressly limited herein.

5.8 All rights, remedies and powers granted to PRC or the City herein shall be cumulative and may be exercised singly or concurrently. In the event a dispute arises between PRC and the City relating to the performance of the respective obligations under this Agreement, both Parties may utilize all remedies authorized by law.

5.9 Each Party hereto shall keep, observe and perform all requirements of local, state and federal laws, rules, regulations, or ordinances applicable to this Agreement while it is in force and effect.

5.10 The failure of either Party hereto to enforce any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

5.11 Where any consent, approval or standard is required by the Parties hereto pursuant to the terms of this Agreement, then the applicable standard for determination shall be on a reasonable basis.

5.12 The headings used in this Agreement are for reference only, and will not be relied upon nor used in the interpretation of same.

5.13 This Agreement and any addendum pertaining hereto, as may be executed by the Parties, represents the entire understanding between the Parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the Parties. Any prior agreements or understanding dealing basically with the same subject matter of this Agreement shall be superseded by this Agreement and no longer of force and effect. Neither Party hereto shall be bound by any supplement hereto unless it is signed by an authorized representative of each of the Parties.

5.14 No assignment, delegation, transfer or novation of this Agreement or part hereof, shall be made by either Party without the consent of the other Party; provided however, PRC shall be entitled to assign its rights and obligations under this Agreement to an affiliate or an entity that acquires substantially all of its assets, in either case, if the assignee assumes the obligations of PRC under this Agreement.

5.15 This Agreement and any subsequent amendments hereto shall be filed with the _____ . [?]

5.16 Dispute Resolution. In the event that a dispute arises out of or in connection with this Agreement (a "Dispute"), such Dispute shall be resolved in accordance with the procedures specified in this Section 5.16, which shall be the sole and exclusive procedures for the resolution of any Disputes.

(a) Either Party may request in writing to settle a Dispute by mediation. The mediator shall be a certified mediator experienced in commercial transactions of the nature described in this Agreement. Unless otherwise agreed, the mediation shall take place in Columbia, South Carolina. Each Party shall share equally in the expenses of mediation, provided that each Party shall be responsible for its own attorneys' fees and cost incurred with respect to such mediation. Neither Party shall commence any court proceedings, other than for injunctive or other similar equitable relief, unless and until either (i) the mediation has not been successful within sixty (60) days of being requested or (ii) the other Party refuses to participate in mediation.

(b) SUBJECT TO THE MEDIATION PROVISION ABOVE, THE CIRCUIT COURTS LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTE.

(c) In the event that any Party (the "Defaulting Party") defaults or is in breach of any of its obligations under this Agreement and, as a result thereof, the other Party (the "Nondefaulting Party") seeks to legally enforce its rights hereunder against the Defaulting Party, then, in addition to all damages and other remedies to which the Nondefaulting Party is entitled by reason of such default or breach, the Defaulting Party shall promptly pay to the Nondefaulting Party an amount equal to all costs and expenses (including reasonable attorneys' fees and attorney fees in connection with determining the amount of attorney fees) paid or incurred by the Nondefaulting Party in connection with such enforcement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PALMETTO OF RICHLAND COUNTY LLC

CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____